SOKOLWSKI v. MENU FOODS, INC. et al

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EXHIBIT C

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

TODD SOKOLOWSKI, individually and on behalf of all others similarly situated,	:	CASE NO. 1:07-cv-01709-NLH- AMD
•	:	(Judge Noel L. Hillman)
Plaintiffs,	:	(Judge Noel L. Hillingti)
V.	:	DECLARATION OF
MENU FOODS, INC., et al.,	:	LYNN MCCAHREN
Defendants.	:	
	•	
STATE OF GEORGIA)		
COUNTY OF FULTON) ss:		

I am making this Declaration based upon personal knowledge, and I am competent to testify to the matters stated below.

BACKGROUND A.

I am employed by Risk Enterprise Management Limited ("REM") as its 1. Unit Manager and am responsible for supervising and training all of the REM employees who work on returning the calls of some of the customers that contact The Iams Company ("Iams") to seek reimbursement for costs associated with the Menu Foods recall. I have been employed by REM since 2001.

2. REM has been retained to assist Iams in order to respond to customers of the Iams and Eukanuba brand dog and cat food products. REM is assisting Iams by returning the calls of some of Iams' customers who contact Iams' Customer Service Department seeking reimbursement for products and certain other expenses associated with the customers' pets consuming Iams' products that were subject to the Menu Foods recall. I am responsible for managing the full-time and part-time employees who are assisting Iams in this effort.

В. MENU FOODS RECALL

- 3. I understand that beginning on March 16, 2007, Menu Foods issued a series of voluntary recalls of certain "cuts and gravy" wet pet food products that were manufactured at two of Menu Foods' facilities. I further understand that Iams announced a broader recall on the same date and stated that it was voluntarily recalling all Iams and Eukanuba brand products that were manufactured by Menu Foods.
- I understand that the effect of the recall was to immediately swamp Iams' 4. Customer Service Department with telephone calls. Many of Iams' customers called with questions about the scope of Menu Foods' and Iams' recall. Customers also called to return unopened, recalled products and to request reimbursement, based upon Iams' guarantees. Many customers were understandably concerned about illness and even the death of their pets, and they wanted to know whether veterinary expenses and other costs would be reimbursed or paid by Iams directly.

C. IAMS' CUSTOMER SERVICE CALLS AND REM INVOLVEMENT

5. Due to the volume of calls associated with the recall, REM was retained on March 29, 2007, to assist with the overflow of customers who were calling the customer

service line. Iams continues to answer all of the initial calls about the recall on its customer service lines; however, REM is assisting Iams as it responds to the concerns and questions of customers about the Iams and Eukanuba brand products. We have set up approximately 8,175 customer claims. In addition, Iams and REM continue to assist customers with reimbursements for products purchased and veterinarian expenses.

- 6. While all calls are answered initially by Iams' Customer Service Department, REM is provided with customer contact information to respond to some of the customers who have contacted the Customer Service Line.
- 7. In an effort to accurately and effectively respond to customer calls seeking information about the recall, REM and Iams have developed specific training to assist Iams' Specialists and REM's Representatives with answering the customer questions. For example, when customers call with questions about the recall or for reimbursement, REM Representatives are trained to assist the customers. With the customer's permission, REM representatives contact the customer's veterinarian to discuss any treatments that may have occurred as a result of that pet's consumption of a Menu Foods' recalled product and to pay the veterinarian bills that relate to an Iams product that was subject to the Menu Foods recall to make sure that the customer's pet gets needed medical treatment, without any delay, because of an inability to pay.
- 8. Iams, with REM's assistance, continues to reimburse customers for the full amount of the recalled pet foods and the full amount of any veterinarian bills that have been shown to have been expended as a result of a pet consuming an Iams or Eukanuba brand recalled product. In addition, for customers who have pets that require additional treatments from veterinarians for issues related to the consumption of a Menu Foods' recalled product sold by

Iams, Iams will reimburse customers for associated veterinarian's expenses for the four months following the resolution of the claim.

D. **ONGOING REVIEW**

- 9. REM has not initiated any contact with customers. REM has only responded to customers who contacted Iams as a direct result of the customer calling the number that has been published by Iams on its packaging and website. I understand that this number has been published by Iams for many years.
- 10. Iams has instructed REM not to discuss any matters with persons who indicate that they are represented by counsel. In such circumstances, REM Representatives are instructed to obtain the contact information for the customer's attorney and will contact the attorney directly to discuss reimbursement. It is REM's policy not to discuss any matter with a customer who says they are represented by an attorney.
- 11. Throughout the engagement between REM and Iams, REM and Iams have reviewed the policies and procedures used by REM. For example, REM was notified that one of the plaintiff's attorneys contacted Iams' Legal Department stating that a REM Representative returned the telephone call of a customer who claimed to have filed a class action complaint against Menu Foods. In response, Iams investigated immediately and circulated a list of all of the plaintiffs who have filed complaints against Menu Foods. Iams instructed REM not to return the telephone calls of those customers, even if they called the Customer Service Line. In addition, Iams' personnel have visited REM's Atlanta, Georgia offices to ensure that REM enacted the revised policy and that we were not contacting any named plaintiffs or represented

parties. We have frequent conversations with Iams in order to ensure that proper procedures are being followed.

- parties may be contacting Iams' Customer Service Department directly to seek reimbursement even after filing a lawsuit or seeking representation of counsel, Iams required REM's Representatives to ask all customers who are contacted by REM whether they are represented by counsel in the matter as the first question that is asked by the Specialist or Representative. While REM will not discuss any matter with a party that claims to be represented by counsel as a matter of policy absent written consent from the party's counsel, REM initiated this precautionary measure, as requested by Iams, to ensure that no discussions about reimbursement were being held with any represented party.
- 13. REM utilizes all letters and releases provided by Iams when seeking to reimburse customers for veterinarian expenses greater than \$1,000 or expenses other than veterinarian bills. As Iams has revised its letters or releases, REM immediately utilizes the revised letters and releases upon notice by Iams.

E. <u>REM'S COMMUNICATION WITH TODD SOKOLOWSKI</u>

14. In the ordinary course of REM's business, REM maintains a log of any communications or attempted communications it has with customers. Based on those logs and related correspondence maintained in the regular course of REM's business, it is possible to identify communications with the three persons who filed affidavits or declarations with this court.

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- 15. On or about March 26, 2007, Todd Sokolowski contacted the Iams Customer Service Line. In late May, 2007, a REM representative returned Mr. Sokolowski's call, but the telephone number had been disconnected.
- It is my understanding that on April 9, 2007, Mr. Sokolowski filed a Class 16. Action Complaint against Iams and others. I further understand that Mr. Sokolowski's name is misspelled on the face of the Complaint, which says "Sokolwski." Iams' counsel noticed the apparent misspelling and listed Mr. Sokolowski as "Todd Sokolwski (Sokolowski)" on the list of named Plaintiffs that REM is instructed not to contact.
- 17. When REM prepared to send a letter to Mr. Sokolowski, we compared his name to the list of named Plaintiffs, but failed to notice the alternate spelling of his name. Since Mr. Sokolowski's name did not match the name "Sokolwski" on the list of named Plaintiffs that we had been provided, REM sent a letter to him. We did not realize that Mr. Sokolwski was Mr. Sokolowski until we heard from Iams' counsel on June 19, 2007.
- 18. Importantly, there were no oral communications by REM with Mr. Sokolowski. If REM had contacted him by telephone, or he had called us, the first question we would have asked is whether he is represented by an attorney. Upon learning that he was, we would have terminated communications.

F. REM'S COMMUNICATION WITH CAROL CHIAPPETTA

19. Carol Chiappetta called the Iams' Customer Service Line on May 11, 2007 to report that her dog died after consuming Iams Beef & Gravy.

- 20. On May 19, 2007, REM left a message for Ms. Chiappetta in response to her complaint.
- 21. A REM representative spoke with Ms. Chiappetta on May 23, 2007 and gathered information. The representative also asked that Ms. Chiappetta fax copies of the deceased dog's veterinarian bills.
- 22. On June 1, 2007, REM called Ms. Chiappetta to follow up on obtaining veterinarian invoices. Prior to requesting invoices, REM asked Ms. Chiappetta if she was represented by counsel or a member of a class action. Ms. Chiappetta stated that "she will join the class action." REM understood this to mean that she was not represented because she had not yet joined a class action. REM did not make any further inquires, but rather told Ms. Chiappetta that REM would call her back to determine whether she had decided to join a class action. A copy of the June 1, 2007 Activity Log is attached as Exhibit 1.
- 23. On June 4, 2007, REM called Ms. Chiappetta to determine whether she had decided to retain counsel. At this time, Ms. Chiappetta stated that she had retained Bruce Newman as her attorney. REM immediately ended the conversation.

G. REM'S COMMUNICATION WITH KERRI HAMILTON

24. In mid-March, Kerri Hamilton contacted Iams' Customer Service Line.

Ms. Hamilton stated that her Yorkshire Terrier ("Yorkie") died from kidney failure and she was worried about the health of her other two Yorkies. In response to Ms. Hamilton's complaint,

Dr. Amy Dicke, a Technical Services Veterinarian for Iams, assessed her claims and determined that she should be reimbursed for veterinary expenses.

- 25. Additionally, on March 22, 2007, Kerri Hamilton filed a complaint with the Better Business Bureau ("BBB"), Case No. 42008173. The BBB requested Iams to respond to her complaint. After Dr. Dicke was unable to resolve Ms. Hamilton's complaint, Iams asked me to contact Ms. Hamilton in an attempt to resolve her complaint. The March 22, 2007 BBB complaint is attached as Exhibit 2.
- 26. On April 12, 2007, I called Ms. Hamilton to discuss her complaint and attempt to resolve her claims. Ms. Hamilton told me that she did not think she should be required to sign a release and that she should be reimbursed to replace her deceased Yorkie. I offered Ms. Hamilton \$375.00 to compensate her for her Yorkie. Ms. Hamilton claimed that her Yorkie was a purebred and was worth \$750.00 to \$1,000.00. I asked her to send me the deceased Yorkie's papers to validate the claim. Ms. Hamilton did not have any papers indicating that her dog was a purebred, and therefore I was unable to offer more than \$375.00.
- 27. I spoke to Ms. Hamilton again on May 4, 2007, after she had responded to the BBB. I again attempted to resolve her complaints, but we were unable to reach agreement.

 During the conversation, Ms. Hamilton mentioned an "attorney friend" and I encouraged her to contact an attorney since we had been unable to reach any resolution.
- 28. On May 8, 2007, Ms. Hamilton informed the BBB that she had signed the paperwork to be part of the class action law suits. Immediately upon learning that Ms. Hamilton was represented by counsel, an e-mail was submitted to the BBB indicating that any further communication with Ms. Hamilton would have to occur through her counsel. I have not spoken to Ms. Hamilton since early May.

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- In the course of my extensive communications with Ms. Hamilton, I did 29. explain to her that there was a three-year statute of limitations in Michigan which covered her claim. I also told her that her pet was considered property. I provided this information so that she knew that there was no rush to sign the release and so that she understood that I was offering a reasonable amount to replace her deceased Yorkie. I was, however, recently advised by Iams' counsel not to provide information to customers that could be construed as legal advice.
- On May 23, 2007, the BBB sent a letter to Kurt Weingard, P&G Pet Care 30. closing the case.

H. REM HAS INSTITUTED PREVENTATIVE MEASURES

- On June 18, 2007, we became aware, as a result of Plaintiff's Emergency 31. Motion for a Protective Order, that several represented parties claimed that they were contacted by REM via telephone and mail. For the reasons set forth above, I do not agree that our contacts with Mr. Sokolowski, Ms. Chiappetta or Ms. Hamilton were improper.
- 32. On June 20, 2007, I received a memorandum from W. Stanley Morton, Iams' General Counsel, requesting that I: (1) immediately circulate a memorandum to all REM customer service personnel reminding them of our policy not to communicate with or contact represented parties; (2) hold a mandatory meeting for all customer service representatives to emphasize the importance of the policy and answer any questions; and (3) implement a policy to periodically monitor customer service representatives to ensure that all representatives were in compliance with Iams' policy. I have complied with all three requests. June 20, 2007 Memorandum, including its attachment, is attached as Exhibit 3.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on June 22, 2007.

Lynn M¢Cahren

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EXHIBIT 1

TCBSETY 0/Z0/G01709-NLH-AMD Document 13-5 Filed 06/25/2007 Page 13 of 38 PAGE NO. CLAIM NUMBER: 5710832487 2004 CONTROL# : CLAIMANT NAME: Caro TIME Cen Sunac momo Brusce Nouman.

Exhibit 1

EXHIBIT 2

Better Business Bureau

COMPLAINT ACTIVITY REPORT Case # 42008173

Consumer info:

Hamilton, Kerri 667 Francis Dr.

Traverse City, Mil 49886 231 932-1279 231 932-1279 Business Info: P&G Pet Care 7250 Poe Ave. Dayton, OH 45414 937 264-7002

Consumer's Original Complaint:

I had an 5 year old yorkie named Molly. On March 6 she was throwing up and I tooke her to the vet. When I got to the vet I was told she was in kidney failure. Two days later it had spread to her Liver and Molly was put to sleep. Molly was eating lams in the pouches. I have another Yorkie named Jazzie. She is on a Datox and has a kidney infection and an enterged heart. I talked to a Dr. Dicky from lams on Saturday March 17. Dr. Dicky promised me she would call my vet about my dogs. I have huge vet bits and one dead dog. Iams sits their behind closed doors and did not follow through with what I was told they would follow through. I have one dead dog and a sick dog because I trusted their product and believed their advertisements.

Consumer's Desired Resolution:

I would like my vet bills paid for and a female yorkie. I would like future vet bills for Jazzie also covered by them: I had a female yorkie and she is gone because of their company, I would like another female yorkis.

BBB Processing

03/22/2007	web	888	Compleint Received by BBB Member or MIP Complaint Validated by BBB Operator
03/23/2007	diaw	888	
03/23/2007	Otto	EMAIL	Send Advisoriedgement to Consumer
	Otto	BBB	Inform MiP Member of Complaint

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EXHIBIT 3

FROM:

Stan Morton

DATE: 6/20/2007

TO:

Marti Hissong

RETENTION:

Lynn McCahren

SUBJECT:

Communication With Represented Parties

This memo requests that you both distribute the attached memo to all customer service representatives immediately and to conduct an emergency meeting with all customer service personnel ASAP to discuss the attached memo.

As you know, plaintiffs recently filed a motion which, among other things, alleged that REM/P&G Pet Care representatives improperly contacted and communicated with represented parties. Plaintiffs' motion threatens to shut down lams' Customer Service Line and prevent further communication with customers on subjects related to the recall.

It is imperative that we prevent future mistakes from occurring.

Accordingly, I ask that you both conduct an emergency meeting with all customer service personnel to discuss the attached memorandum in detail. Please answer any questions they might have, and let me or one of the other attorneys know if there are questions that we need to respond to. Please emphasize the significant consequences that we may face should we inadvertently communicate with represented parties.

Finally, I ask each of you institute a procedure to periodically monitor calls made by the customer service representatives, to ensure compliance with the policy. Please implement periodic monitoring of calls immediately.

Thank you for you attention to this.

Stan Morton General Counsel

FROM:

Stan Morton

DATE: 6/20/2007

TO:

All P&G Pet Care and Risk Enterprise Management Consumer Service Personnel

SUBJECT:

Standard Procedure For Communication With All Callers

The purpose of this memo is to re-emphasize our mandatory procedure. Please:

- Under no circumstances are you to contact, mail or otherwise communicate with any person who has been identified as a Plaintiff in one of the many lawsuits that have been filed against Menu Foods, The lams Company, The Procter & Gamble Company or anyone else. The current version of the list of named Plaintiffs is attached. We will circulate an updated list to you as new Plaintiffs are identified.
- For every call -- before returning any phone call to any consumer, be certain to review the most up-to-date list of named Plaintiffs.
- For every call -- the first question you should ask each time you talk to a consumer is whether they are represented by an attorney or are a member of a class action. Some consumers are represented by an attorney even though they are not a named Plaintiff on the lists of named Plaintiffs.
- Immediately terminate any communication if a caller states that he or she is represented by an attorney, has consulted with an attorney, or gives a response that makes it unclear whether they are represented by an attorney, --- terminate communication immediately with that individual. If you are ever uncertain as to whether a caller is represented by an attorney or whether you should terminate a conversation, err on the side of caution and terminate communication.
- If you terminate communication because a caller is or may be represented by an attorney then be sure to record that information and clearly and boldly note on all files related to that individual, electronic and hard copy, that "NO FURTHER COMMUNICATION SHOULD BE ATTEMPTED--REPRESENTED BY COUNSEL"; this includes telephone, mail, or any other method of communication or contact.

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P&G Pet Care- Legal

Ask each caller no matter how many times you have spoken to them. Even if you are responding to a caller who has previously contacted lams or REM and has already been asked whether they are represented by an attorney, it is very important that you ask them again. Each time you speak to a caller, regardless of the frequency, begin each conversation by asking them whether they are represented by an attorney. There is always a possibility that between communications, the caller retained an attorney or joined a class action.

It is essential that you understand and follow this procedure to prevent any improper communication with callers who are represented by an attorney. This is a very serious matter and I ask that you follow this procedure with the utmost care.

If you have any questions:

lams personnel please contact Marti Hissong at (937) 264-7363;

REM personnel please contact Lynn McCahren at (770) 325-5112.

Thank you for your attention in this important matter.

Stan Morton

NAMES AND ADDRESSES OF PLAINTIFFS IN THE MENU FOODS LITIGATION

Arkansas

Cooper v. Menu Foods Income Fund, et al.

Kirby Cooper 2409 Woodland, Apt. 13 Texarkana, Arkansas

Gray, et al. v. Menu Foods, et al.

Sandra L. Gray Benton County, Arkansas

Nick Jackson Benton County, Arkansas

Deena Jackson Benton County, Arkansas

Sims, et al. v. Menu Foods Income Fund, et al.

Charles Ray Sims 2705 W. Dogwood Rogers, Arkansas

Pamela Sims 2705 W. Dogwood Rogers, Arkansas

Stacey, et al. v. Nestle SA, et al.

Scott Stacey Pulaski County, Arkansas

Donjinna Stacey Pulaski County, Arkansas

Widen, et al. v. Menu Foods, et al.

Richard Scott Widen Benton County, Arkansas

Barbara Widen Benton County, Arkansas

Filed 06/25/2007

P&G Pet Care-Legal

California

Carver v. Del Monte Foods Co., et al.

Cheryl Carver Placer County, California

Chamberlain v. Nestle SA, et al.

Richard Chamberlain California

Colliard v. Menu Foods, Inc., et al.

John Colliard San Diego County, California

Englander v. Menu Foods Income Fund

Jayne Englander

Mitch Englander

Finestone v. Menu Foods, Inc., et al.

Kelly Finestone Los Angeles County, California

Ford, et al. v. Menu Foods Income Fund, et al.

Hayley Ford Jonestown, Texas

Shannon J. Kramer Mesa, Arizona

Grady, et al. v. Menu Foods Income Fund, et al.

Lois Grady County of Fresno, California

Kaye Steinsapir County of Los Angeles, California

Howe v. Menu Foods Limited et al.

Dawn Howe Paducah, Kentucky

Ingles v. Menu Foods, Inc., et al.

Sherry Ingles Alameda County, California

Johnson, et al. v. Menu Foods, Inc., et al.

Paul Randolph Johnson

Tammy Navarrett

Lowery v. Menu Foods Income Fund, et al.

Diane Lowery Richmond, California

Payne, et al. v. Menu Foods, Inc., et al.

Robert Payne San Diego, California

Steve Bartilucci Spring Valley, California

Sexton v. Menu Foods Income Fund, et al.

Shirley Sexton Los Angeles County, California

Swarberg v. Menu Foods Holding Inc., et al.

Diane Swarberg San Diego, California 92101

Townsend v. Menu Foods Limited, et al.

Dennis Lee Townsend

Glenna Townsend

Wahl, et al. v. Menu Foods Income Fund, et al.

Ken Wahl County of Los Angeles, California

Shane Barbi County of Los Angeles, California

Sia Barbi County of Los Angeles, California

Jennifer Hart County of Orange, California

Maria Mitchell County of Orange, California

Sheila Washington County of Los Angeles, California

Colorado

Tompkins v. Menu Foods Midwest Corporation, et al.

Emily Tompkins Denver, Colorado

Connecticut

Osborne v. Menu Foods, Inc.

Lauri A. Osborne Terryville (Litchfield County), Connecticut

Florida

Alonso v. Pet Supermarket Inc., et al.

Richard Alonso

Birney, et al. v. Menu Foods, Inc.

George Birney Winter Springs, Florida

Audrey Birney Winter Springs, Florida

Blaszkowski, et al. v. Mars, Inc., et al.

Renee Blaszkowski Oakland County, Michigan

Amy Hollub Florida

Patricia Davis Florida

Donnelly, et al. v. Menu Foods, Inc., et al.

Stephen Donnelly Miami Beach, Florida

Jennifer Hirni Davenport, Florida

Ferrarese v. Menu Foods, Inc., et al.

Maria Teresa Ferrarese Cape Coral, Florida

Schien v. Menu Foods, Inc.

Abby Schien

Troiano v. Menu Foods, Inc., et al.

Christina Troiano Broward County, Florida

Hawaii

Ortiz v. Menu Foods, Inc.

Yvonne Ortiz 1465 Aala Street, #1201 Honolulu, Hawaii

<u>Idaho</u>

Klimes et al. v. Menu Foods

Larry Klimes Wendell, Idaho

Paul Lavoie Boise, Idaho

Richard Mueller Island Park, Idaho

Illinois

Amro v. Menu Foods Income Fund, et al.

Heather Amro Cook County, Illinois

Bruski v. Menu Foods, Inc., et al.

Gary Bruski Cook County, Illinois

Demith, et al. v. Nestle Purina Petcare Company, et al.

Raymond Demith Bolingbrook (Will County), Illinois

Kathleen Demith Bolingbrook (Will County), Illinois

Foxe v. Menu Foods, Inc., et al.

Sonia Foxe Cook County, Illinois

Majerczyk v. Menu Foods, Inc.

Dawn Majerczyk Cook County, Illinois

<u>Indiana</u>

Karger, et al. v. Menu Foods Income Fund, et al.

Dina Karger Tippecanoe County, Indiana

Denise Vollmer Fountain County, Indiana

Dolly Prue-Cerda Lake County, Indiana

Myrna Law St. Joseph County, Indiana

Maine

Brazilian v. Menu Foods Income Fund, et al.

Mara Brazilian Portland, Maine

Massachusetts

Connerton, et al. v. Menu Foods Midwest Corporation, et al.

Megan Connerton Middlesex, Massachusetts

Kimberly Mello Massachusetts

Rodrigues v. Menu Foods, Inc., et al.

Lidia Rodrigues New Bedford, Massachusetts

Minnesota

Krosschell v. Menu Foods Income Fund, et al.

Wendy Krosschell Murray County, Minnesota

Rozman v. Menu Foods Midwest Corporation, et al.

Stephanie Rozman Hennipin County, Minnesota

<u>Mississippi</u>

Cavin v. Menu Foods, et al.

Sarah Cavin Adams County, Mississippi

Missouri

Schwinger v. Menu Foods, et al.

Richard Schwinger Barry County, Missouri

Nevada

Picus v. Wal-Mart Stores, Inc., et al. (3 cases)

Margaret Picus 1120 Cathedral Ridge Street Henderson, Nevada

Streczyn v. Menu Foods Income Fund, et al.

Marion Streczyn Washoe County, Nevada

New Jersey

Berndl, et al. v. Menu Foods, Inc., et al.

Leslie Berndl New Castle, California

Jim Moses

Terri Moses

Bonier v. Menu Foods, Inc., et al.

Janice Bonier Fort Bend, Texas

Guy Britton

Tammy Matthews

Bullock v. Menu Foods, Inc., et al.

Jim Bullock Bend, Oregon

Byers, et al. v. Menu Foods, Income Fund, et al.

Camilla Brankov Red Bluff (County of Tehama), California

Kay Byers Irving (Dallas County), Texas

Loren Byers Irving (Dallas County), Texas

Carestio v. Menu Foods Limited, et al.

Lynn Carestio 1 Christian Street Philadelphia, Pennsylvania

Carter v. Menu Foods, Inc., et al.

David Carter Philadelphia, Pennsylvania

Colquitt, et al. v. Menu Foods, Inc., et al.

Steve Colquitt Colorado

Marianna Cutter Colorado

Conner et al. v. Menu Foods, Inc., et al.

James Conner Coweta, Georgia

Frances Nash

Conti, et al. v. Menu Foods Limited, et al.

Chantelle Conti 59 Myrtle Street Boston, Massachusetts 02114

Cheri Cutler 923 Latimer Street Philadelphia, Pennsylvania 19107

Cunningham v. Menu Foods, Inc.

Senell Cunningham

deBarathy v. Menu Foods Income Fund, et al.

Luke de Barathy Federal Way, Washington

Diedrich v. Menu Foods, Inc., et al.

Diana Diedrich 608 Carnival Terrace Sebastian, Florida 32958

Freeman v. Menu Foods, Inc., et al.

Steven Freeman 1648 S.E. Green Acres Circle, Apt. EE 203 Port St. Lucie, Florida 34952

Gagliardi v. Menu Foods, Inc., et al.

Troy Gagliardi 771 N.E. 32nd Street Boca Raton, Florida 33431

Golding v. Menu Foods Limited, et al.

Mark Golding Pleasant Mount, Pennsylvania

Guercioni v. Menu Foods Limited, et al.

Olivia Guercioni 4 Ships Drive Egg Harbor Township (Atlantic County), New Jersey 08234

Hidalgo v. Menu Foods, Inc., et al.

Julie Hidalgo 10486 Augusta Court Boca Raton, Florida 33498

Johnson v. Menu Foods, Inc.

Christina Johnson Tampa (Hillsborough County), Florida

Long v. Menu Foods Income Fund, et al.

Matt Long Reading, (Berks County), Pennsylvania

McCullough v. Menu Foods Income Fund, et al.

Michele McCullough 10237 Barrands Lane Concord, North Carolina 28278

McGuriman v. Menu Foods, Inc., et al.

Judy McGuriman 616 Wimbledon Lane Hatfield, Pennsylvania 19440

Nunez v. Menu Foods Limited, et al.

Dinitrise Hicks 60 Grant Road, Apt.22 Folcroft, Pennsylvania

Alexander Nunez Jackson Heights, New York

Pirches, et al. v. Menu Foods Income Fund, et al.

Karen Pirches 716 East Lincoln Highway Coatesville, Pennsylvania

Pittsonberger v. Menu Foods Inc., et al.

Jayme Pittsonberger Alexandria, Virginia

Richard, et al. v. Menu Foods Income Fund, et al.

Paul Richard Hillman, Michigan

Jennifer Richard Hillman, Michigan

Schneider v. Menu Foods Limited, et al.

Peggy Schneider 431 Leconey Avenue Palmyra, New Jersey 08065

Sokolwski v. Menu Foods, Inc., et al.

Todd Sokolwski (Sokolowski) Enfield, (Hartford County) Connecticut

Thomson v. Menu Foods Income Fund, et al.

Suzanne Thomson 3379 Route 46, Apt. 9-F Parsippany, New Jersey 07054

Robert Trautman 3379 Route 46, Apt. 9-F Parsippany, New Jersey 07054

Tinker v. Menu Foods, Inc.

Linda Tinker California

Turturro v. Menu Foods, Inc., et al.

Kami Turturro 150 Andrews Avenue, #8 Delray Beach, Florida 33483

Wilson v. Menu Foods, Inc., et al.

Larry Wilson Lodi, California

Workman, et al. v. Menu Foods Limited, et al.

Jared Workman 1150 Unit D, Monroe Drive Boulder, Colorado 80303

Mark Cohen 1415 Brighton Street Philadelphia, Pennsylvania 19111

Mona Cohen 1415 Brighton Street Philadelphia, Pennsylvania 19111

New York

Bobb v. Menu Foods Income Fund, et al.

Frederick Bobb (County of Nassau) New York

Sandra Bobb (County of Nassau) New York

Cashman, et al. v. Menu Foods Midwest Corporation, et al.

Ciro Aiello Suffolk County, New York

Mark Cashman Westchester County, New York

<u>Ohio</u>

Boehm v Menu Foods, Inc., et al.

Gregory Boehm 20110 Lorain Road, Apt. 317 Fairview Park, Ohio 44126

Pennsylvania

DiCaprio v. Menu Foods Income Fund, et al.

Mary DiCaprio 225 Glen Avenue Ellwood City, (Lawrence County) Pennsylvania 16117

Sansoni v The Procter & Gamble Company

Lanette Sansoni 661 Whittier Drive Warminster, Pennsylvania 18974

Keller v. Menu Foods Limited, et al.

Dixie Keller Fairfield, (Adams County) Pennsylvania

Rhode Island

Brown v. Menu Foods, Inc., et al.

Carol Brown Johnston, Rhode Island

Tennessee

Bowser v. Nestle Purina Pet Care Company

Kimberly Bowser Shelby County, Tennessee

Holt, et al. v. Menu Foods, Inc.

Lizajean Holt Knox County, Tennessee

Donna Lefebvre Maine

Kim Leonard Marblehead, Ohio

Debra Leroy Garland, Texas

Light et al. v. Menu Foods Income Fund

Janis Crawford

Barbara Light

Peggy Martin

Vickie Williams

Washington

Adams v. Menu Foods

Michele Adams Shoreline, Washington

Boyer v. Menu Foods

Tony Boyer Twenty-Nine Palms, California

Brenton v. Menu Foods

Norman Brenton Redmond, Oregon

Dineen v. Menu Foods

Lerae Dineen Seattle, Washington

Eilers v. Menu Foods

Teresa Eilers Brush Prairie, Washington

Guthrie v. Menu Foods

Nancy Guthrie Tacoma, Washington

Heller et al. v. Menu Foods

Stacey Heller Pulaski, Virginia

Toinette Robinson Truckee, California

David Rapp Hanover Township, Pennsylvania

Cecily Mitchell Seattle, Washington

Terrence Mitchell Seattle, Washington

Kornelius, et al. v. Menu Foods

Audrey Kornelius Ferndale, (Whatcom County) Washington

Barbara Smith Bremerton, Washington

Johnson, et al. v. Menu Foods

Suzanne F. Johnson Meridian, (Ada County) Idaho

Craig R. Klemann Meridian, Idaho

Labbate v. Menu Foods

Jason Labbate Lindenhurst, New York

Migliore v. Menu Foods

Laura Migliore Queens County, New York

Monk v. Menu Foods

Paula Monk Lagrange, Georgia

Moran v. Menu Foods

Gail Moran Oak Park, (Clark County) Illinois

Mullen v. Menu Foods

Deborah Mullen Toluca Lake, California

Nagel v. Menu Foods

Lynda Nagel Pine Grove, California

Palmer v. Menu Foods

Elizabeth Palmer Little Falls, New York

Percy v. Menu Foods

Helen Percy Brighton, Massachusetts

Puett v. Menu Foods

Sheryl Puett Mead, (Spokane County) Washington

Reeves v. Menu Foods

Daniel Ray Reeves Federal Way, Washington

Robinson v. Menu Foods

Sheree A. Robinson Seattle, Washington

Rusiecki v. Menu Foods

Jeff Rusiecki Ilwaco, Washington

Shingle v. Menu Foods

Sandra Shingle Spring Hill, Florida

Suggett et al. v. Menu Foods, et al.

Michele Suggett Seattle, Washington

Don James Seattle, Washington

Thomas v. Menu Foods

Gary Thomas Cuba, Missouri

Ullman v. Menu Foods

Phyllis Ullman Houston, Texas

Weitz v. Menu Foods

Linda Weitz Sulphur Springs, Texas

Whaley v. Menu Foods, et al.

Tom Whaley Ontario, Oregon

Whitt v. Menu Foods

Megan Whitt Dover, Delaware

Wisconsin

Johnson v. The Procter & Gamble Company, et al.

Jacqueline Johnson Wisconsin

Pagel v. Menu Foods, Inc., et al.

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CANADA

Joel v. Menu Foods Genpar Limited, et al.

Vicki Joel Maple Ridge, British Columbia

Krstic, et al. v. Menu Foods Genpar Limited, et al.

Diana Krstic Toronto, Ontario

Debbie Mullen Leamington, Ontario

Landry, et al. v Menu Foods, et al.

Leona Landry Toronto, Ontario

Danny Salvador Haig-Carter Toronto, Ontario

Susan Mallatratt Toronto, Ontario

Milette v. Menu Foods LTD, et al.

Robert Milette Toronto, Ontario

Option Consommateurs, et al. v. Menu Foods Income Fund, et al.

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